

YORKSHIRE MEADOWS CONDOMINIUM OWNERS ASSOCIATION

www.yorkshiremeadows.com

Welcome Neighbor!

The Management Committee would like to welcome you to our neighborhood. We hope you will enjoy living here at Yorkshire Meadows. We are pleased to have a pleasant, quiet neighborhood and enjoy the amenities of living in beautiful South Ogden. We are fortunate to have access to shopping, restaurants, and public transportation nearby. Also located nearby are the public library, schools, hospitals, and Weber State University. We'd like to take this opportunity to tell you a little about Yorkshire Meadows.

Our management company is Advanced Community Services (ACS). ACS handles all general management duties at the direction of the Management Committee. Billing issues, maintenance requests, rule violations, or any other matters should be communicated with ACS using Action Items at www.yorkshiremeadows.com. As a backup approach you can phone 801-641-1844, but please do use Action Items whenever possible as this modern communication system is how ACS and the Management Committee keep communications organized.

The Management Committee are volunteer fellow homeowners who have been elected to oversee the association. The Management Committee normally meets on the second Monday of each month at 6:30pm at the Pleasant Valley library, except in December, January, and February. Our annual meeting is held in March and during this meeting the budget is approved and committee members are elected. Check the calendar in the management portal at www.yorkshiremeadows.com to confirm dates.

Condominium Association dues are due the first day of each month for the upcoming month. These dues pay for your monthly water, sewer, and garbage fees as well as other maintenance costs as outlined in the annual budget. You can pay online in the management site at www.yorkshiremeadows.com. If you need a copy of the CC&R's, a legal document that each homeowner should have, they are available in the Documents section of the site.

One of the benefits of living at Yorkshire Meadows is our swimming pool. The pool generally opens during Memorial Day weekend and closes on Labor Day. General rules regarding pool use are attached. Access to the pool requires a key, which can be purchased from the Management Committee.

As a Condominium Owner, it cannot be emphasized enough that you know what the Association insurance covers and what you, the homeowner, must cover. The Association carries the Master Policy which covers the inside and outside of your home. However, you are responsible for the deductible, which is currently \$25,000. You are also responsible for your personal property (furnishings, clothing, electronics, etc.). Any claims under \$25,000 are covered by the homeowner's policy, not the Association master policy. Please contact your insurance agent and make sure you are properly covered. You should also have a sewer backup rider.

Each owner has access to one covered parking space per unit. Additional uncovered parking is available for owners and guests. Please be advised that vehicles may not be left in uncovered parking spaces for more than 72 hours.

Snow removal is provided for the streets, parking areas, and sidewalks as part of your maintenance fees. Owners are responsible for snow removal on patios, stairways, and decks. Owners are encouraged to keep decks clear of snow and ice to help minimize winter damage.

Yard care and maintenance of common areas are also included as part of your maintenance fees. Please

help us keep our neighborhood looking great by keeping your trash can on your patio, not in the parking or common area. Trash pickup is on Wednesdays.

No unit owner, tenant, or resident of the Yorkshire Meadows Condominiums will be allowed to use charcoal cookers or any cooking/heating device with an open flame. Gas or electric cookers/grills or similar devices used for cooking, heating or any other purpose should not be used on any balcony, under any overhanging portion or within 10 feet of any structure.

Satellite dishes are allowed if they are on a tripod on your deck or patio, but they are not allowed to be attached to the building.

Pets are not allowed unless approved by the Management Committee. If you desire to keep a pet on the premises, you must complete a Pet Ownership Agreement form and submit it, along with a picture of your pet, to the Management Committee. Owners with pets must abide by the Pet Agreement or will be subject to fines. Owners observed with a pet not approved by the Management Committee are also subject to fines. Dogs must be licensed with South Ogden City and per South Ogden City Ordinance, no person or persons at any one residence shall at any one time own more than two (2) dogs/cats in any combination.

If you desire to keep a dog on our property, you will be required to pay a \$50 pet registration fee (per dog). This fee is non-refundable.

Complaints should be reported through an action item at www.yorkshiremeadows.com. South Ogden City will also respond to animal control complaints so don't hesitate to give them a call at 801-622-2949 if your neighbor's dog is barking or you notice a dog running loose in the neighborhood. The shelter is not staffed full-time so if you need to speak to an officer immediately for a vicious dog, injured animal or roaming animal, please contact Weber Dispatch at 801-629-8221 for a more immediate response.

The same can be said for neighbors who disturb the peace with loud noise and late night parties. You have the right to call the police and complain if your neighbor's noise is a nuisance after 10 p.m. For non-emergency noise complaints, call the South Ogden Police Department at 801-629-8221 and they will come to investigate.

If you have any questions, please contact our property manager through www.yorkshiremeadows.com. And remember, you are always welcome to attend our monthly meetings if you have a question or concern, or would like to be more involved in our community.

Attachments:

Rules & Regulations, Swimming Pool Rules,
Traffic and Parking Policy, Pet Ownership Agreement,
Smoking Rules, Maintenance Chart,
Informal Appeals Process, Emergency Information

Yorkshire Meadows Condominiums Rules and Regulations

The following rules and regulations, if violated, are subject to a fine:

1. The speed limit posted at all entryways is to be observed at all times. The current speed limit is 10 mph.
2. Vehicles must be currently registered and operational to be parked in any area of parking, including carports.
3. Auto repairs or oil changes in any area including carports are not allowed.
4. Parking of campers, motor homes, trailers, boats and other recreational vehicles is limited to 24 hours.
5. No parking is permitted in posted "No Parking" areas. Vehicles may be towed at owner's expense. Parking in guest parking is limited to 72 hours.
6. Each owner who desires to keep a pet in his/her unit shall apply in writing to the Management Committee for permission to keep such pet, using the Pet Ownership Agreement provided by the Management Committee. Pet owners agree to abide by the rules of Pet Ownership as provided for in the Pet Ownership Agreement, reference hereby is made to incorporate the particulars herein. A copy may be obtained at www.yorkshiremeadows.com.
7. All cats must be kept inside owners' units at all times.
8. All unit owners, tenants or residents of the Yorkshire Meadows Condominiums must abide by the Swimming Pool Rules, reference hereby is made to incorporate the particulars herein. A copy may be obtained at www.yorkshiremeadows.com.
9. No unit owner, tenant, or resident of the Yorkshire Meadows Condominiums will be allowed to use charcoal cookers or any cooking/heating device with an open flame. Gas or electric cookers/grills or similar devices used for cooking, heating or any other purpose should not be used on any balcony, under any overhanging portion or within 10 feet of any structure.
10. For all insurance claims filed against the condo owners' insurance carrier by an individual homeowner/resident for damages occurring, the deductible amount shall be paid by the homeowner/resident filing the claim.
11. Each unit owner shall be required to notify the Management Committee of any liability connected with an accident occurring in the Common Areas within 30 days of said accident and before such liability is reported to the insurance company.
12. Anyone destroying property, through negligence or otherwise, will be held responsible for the costs of the repairs or replacement of destroyed or damaged property. All homeowners and unit owners will be responsible for themselves, visitors, renters, animals and all vehicles.

13. Nothing shall be altered, constructed, added to or removed from the Common Areas or Limited Common Areas. Nothing may be done to the outside surface or structural areas of any building.
14. No signs of any kind shall be displayed to the public view from the Common Area or Limited Common Area. Window signs will need Management Committee approval.
15. No commercial business shall be permitted within the property.
16. There shall be no obstruction of the Common Areas or Facilities. Nothing shall be stored or kept in the Common Area (including carports or underneath decks).
17. No dangerous, illegal, or offensive activity may be conducted in any unit or in the Common Areas or Limited Common Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners.
18. Smoking is not allowed in the Common Areas, Limited Common Areas, or within 25 feet of any building. This includes, but is not limited to, the balconies, decks, swimming pool area and the adjoining grassy areas.

Violations and Fines

A fine may be assessed for the violation of a provision in the condominium declaration, the bylaws, or the rules and regulations. The list of violations may be modified by the Management Committee pursuant to their power to enact rules governing conduct within a condominium project as contained in the Condominium Ownership Act, Utah Code Ann. 57-8-1 through 57-8-37.

Fines will be assessed according to the following schedule:

Notice of Violation - no fine (warning)

Notice of Fine

1st notice \$25

2nd notice \$50

3rd (and 4th, 5th, etc.) notice \$100

Fines may not exceed \$500.00 per month, cumulatively. Violations re-committed within 180 days of an assessed fine will be considered a continuing violation and will be assessed as such.

Late fees will accrue on unpaid fines and unpaid dues, at the rate of 1.5% per month and a late fee of \$25.00 per month wherein the fine remains unpaid. Interest and fees for a fine may not accrue until 10 days after a hearing (if requested) has been conducted and a decision rendered.

Copies of the Condominium Declaration, Bylaws, Rules and Regulations, Swimming Pool Rules, Traffic and Parking Policy, and the Pet Ownership Agreement can be found at www.yorkshiremeadows.com

Revised 5/23/2017 ~ References: Declaration of Condominium Section 5.2.1-5.2.9, and Bylaws Section 11.

SWIMMING POOL RULES
YORKSHIRE MEADOWS CONDOMINIUMS

1. REGISTRATION

- A. The pool area is equipped with a key locking system.
- B. Each unit owner or tenant who wishes to use the pool must have a key registered with the committee at the cost of \$50.
- C. If a second key is necessary, or is lost or stolen, a second key may be obtained for a fee of \$50.
- D. Keys shall be returned to the Management Committee upon moving from the area. A refund of \$50 will be issued when the key is returned.
- E. Pool keys will be confiscated if loaned out.

2. USE OF THE POOL

- A. The pool is for the residents of Yorkshire Meadows Condominiums and their guests only.
- B. Guests are classified as anyone not residing at the Yorkshire Meadows Condos.
- C. Guests SHALL be accompanied by an adult resident of the Yorkshire Meadows Condos.
- D. Guests shall be limited to four per unit at a time.

3. HEALTH AND SAFETY RULES

- A. UTAH STATE/WEBER COUNTY LAW: Children 14 and under must be accompanied and supervised by at least one responsible adult over the age of 18 years. The Management may request identification.
- B. UTAH STATE/WEBER COUNTY LAW: Food or drink is prohibited within 10 feet of the pool. NO FOOD is allowed within our pool enclosure. NO beverage of any kind shall be consumed while in the pool.
- C. UTAH STATE/WEBER COUNTY LAW: NO GLASS containers shall be allowed in the pool area. Beverages must be in non-breakable containers and are permitted only on the covered west end of the deck.
- D. UTAH STATE/WEBER COUNTY LAW: NO running or rough or boisterous play.
- E. UTAH STATE/WEBER COUNTY LAW: Any child under three years old, any child not toilet trained, and anyone who lacks control of defecation shall wear a water resistant swim diaper and waterproof swimwear. Swim diapers and waterproof swimwear shall have waist and leg openings fitted such that they are in contact with the waist or leg around the entire circumference.
- F. UTAH STATE/WEBER COUNTY LAW: Every bather using the facility must take a cleansing shower before entering the pool enclosure. A bather leaving the pool to use the toilet must take a second cleansing shower before returning to the pool enclosure.
- G. UTAH STATE/WEBER COUNTY LAW: No one shall be allowed in the pool that has a communicable disease transmissible by water. A person having any exposed sub-epidermal tissue, including open blisters, cuts or other lesions may not use the pool. A person who has or has had diarrhea within the last two weeks caused by an unknown source or from any communicable or fecal-borne disease may not enter the pool.

- H. In case of storms, all swimmers MUST leave the pool immediately, and the pool shall be closed.
- I. NO animals shall be permitted in the pool area.
- J. Radios and other electric devices are not allowed in the pool area. Personal stereos with headphones are allowed.
- K. Know where the pool rescue equipment is located. It is for rescue purposes only.
- L. No contaminants shall be thrown or placed in the pool. Objects caught in the filter system can cause damage.
- M. Floating mats or other objects are permitted during slow periods, but must be removed upon request.
- N.** Please use trash/recycling cans for disposing of all refuse materials.
- O. Acceptable swimsuits only shall be permitted in the pool. Absolutely no cut-offs, jeans, street clothes, etc. will be allowed.
- P. Sitting or standing on the pool cover or the pool cover roller shall not be permitted. The roller is not meant to be a seat for small children.

4. ENFORCEMENT

- A. The members and officers of the Management Committee may take periodic spot checks for rules violations.
- B. Anyone wishing to report a rules violation may contact the Management Committee or Property Manager.
- C. The Certified Pool Operator may be contacted for urgent violations and may invoke temporary restrictions on the spot, if conditions warrant such action. Restrictions shall be in effect until the Management Committee's next meeting.
- D. The Management Committee shall decide whether or not all or partial privileges shall be revoked.
- E. Variances to this policy must be approved by the Management Committee on an individual basis.
- F. There is an onsite camera used for rule enforcement.

5. GRIEVANCES

- A. Any grievances arising out of this policy shall be settled in accordance with the Bylaws, paragraph 11 (Resolution of Disputes).

6. REFERENCES

- A. Bylaws paragraph 5.21; 5.2.3; and 11.

The use of the pool is a privilege. Failure to observe these rules can result in loss or partial loss of all privileges.

Use your own passkey and DO NOT LEND IT TO ANYONE. You are responsible for your own key.

PLEASE REMEMBER THERE IS NO LIFEGUARD ON DUTY

YORKSHIRE MEADOWS CONDOMINIUM

TRAFFIC AND PARKING POLICY

This regulation is adopted after careful consideration and the desire to maintain the safety and tranquility of all residents. Only by immediate and strict compliance can this be accomplished.

1. General Requirements

- a. All vehicles parked at Yorkshire Meadows must be currently registered and in operating condition.

2. Traffic Control

- a. **Motor Vehicles:** No motorized vehicle shall be operated within the boundaries of Yorkshire Meadows Condominiums (1) by any person who is not a licensed operator; and (2) without proper mufflers to keep noise to a minimum.
- b. **Motorcycles:** No motorcycle shall be operated within the boundaries of Yorkshire Meadows Condominiums (1) by any person who is not a licensed operator; (2) for any purpose other than entering or leaving Yorkshire Meadows Condominiums by the most direct route; and (3) without proper mufflers to keep noise to a minimum.
- c. **Bicycles:** No bicycles shall be permitted to be ridden on any lawn or in any landscaped area.
- d. **Speed Limit:** The speed limit within the boundaries of Yorkshire Meadows Condominiums is 10 miles per hour. Because of the congested area around the carports, garages, and at driveway intersections, a lower speed should be maintained. Drivers are to remain alert for children at play and pedestrians.
- e. Any resident observing a speeding violation shall try to get the license number and description of the vehicle and report the violation to the Management Committee. Any resident who repeatedly violates any of these rules shall be subject to such disciplinary action and/or fine as determined by the Management Committee.

3. General Parking

- a. All motor vehicle operators within the confines of this complex will obey posted parking regulations. Any vehicle which blocks access to carports or impedes the natural flow of traffic and/or blocks access to any emergency vehicle will be towed away at owner's expense. Residents shall keep their cars in their own carports to the fullest extent possible. They shall not use the carports to store non-operational cars so that their car must be kept in the guest parking areas. Cars of residents not in constant use will not be stored in the guest parking areas.
- b. Cars must be currently registered and operational to be parked in any area of parking, including carports. Exceptions to registration and operational provisions must be cleared with Management Committee. Any car which is not currently registered or which is inoperable will be towed at owner's expense. Any car which has not been moved within a thirty (30) day period will be deemed inoperable unless specific clearance is received from the Management Committee and will be towed at owner's expense. Repairs or oil changes in any areas, including carports, are not allowed.
- c. Residents have access to one (1) covered parking stall per unit. Residents parking in stalls other than their own are subject to having their vehicle towed away at owner's expense. Uncovered parking areas are available for guests and additional resident parking.
- d. Long-term parking of campers, motor homes, boats, and other recreational vehicles is not available on Yorkshire Meadows Condominiums property. Such vehicles may be parked in the guest parking areas for no more than 24 hours. Residents owning such vehicles must

make their own arrangements for long-term parking off-site. No such vehicle will be parked in any manner that protrudes into any driveway or inhibits access by emergency vehicles.

4. Guest Parking

- a. Residents are responsible for informing their guests of areas in which to park.
- b. If a resident wishes a guest to use his carport, it is permissible for resident to move his car to guest area for not more than 24 hours thus leaving carport open to the guest.
- c. Campers, trailers, motor homes and other recreational vehicles belonging to guests may be parked overnight in a guest parking area. In the event such a vehicle is occupied, noise is to be held to a minimum and the auxiliary power units not to be operational between the hours of 8 p.m. and 8 a.m. All of the by-laws will apply to such vehicles. Those campers that wish to stay more than 24 hours must have prior written approval from the Management Committee.

5. Violations

The following shall constitute a violation of the Yorkshire Parking Rules and shall subject a violator to having a vehicle towed from the premises at owner's expense:

- a. Any vehicle that is parked at Yorkshire Meadows that is a hazard, unlicensed, or not currently registered.
- b. Parking in an undesignated area, including areas not marked for parking, or in **NO PARKING** areas.
- c. Parking of recreational vehicles for more than 24 hours without written permission from the Management Committee.
- d. Any obstruction of traffic or access to parking.
- e. An unauthorized vehicle in limited common area, parked for more than 72 hours.
- f. A vehicle in any area not designated for vehicles.
- g. Parking in a carport of another resident of the complex.

6. Reporting Violations

- a. Violations shall be reported to the Management Committee.
- b. The vehicle in violation shall be described as to identification and violation.
- c. Parking violation shall be affixed to the vehicle creating the violation and an owner or responsible party at the same address be given written notice of the violation.
- d. If any owner does not remedy the violation within 15 minutes of direct notification (full attempts shall be made), approval to tow away to impound **MAY** be granted by **ANY** member of the Management Committee.
- e. The owner shall be liable and the Association not liable for all costs of towing and impound as soon as the towing company has been notified.

7. Grievances

- a. Any grievances arising out of this policy shall be settled by by-laws, para. 11.

YORKSHIRE MEADOWS

Pet Ownership Agreement

Name: _____ Date: _____

Address: _____

____ I do NOT have a pet

____ I have a pet and hereby agree to abide by the following provisions while maintaining a pet at Yorkshire Meadows:

1. The pet will remain inside the resident's unit at all times it is at Yorkshire Meadows unless it is carried or on a leash and in the presence of the unit owner or agent of a unit owner.
2. The pet will not do damage to or in any way disturb the common areas at Yorkshire Meadows. Any owner who allows a pet to defecate on the common area who does not immediately clean up the mess made by the pet shall be subject to fines.
3. Litter boxes are not allowed on patios or decks. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
4. The pet will not disturb the other residents at Yorkshire Meadows by creating an unacceptable level of noise or by creating any offensive odors. "If a pet disturbs other owners by barking or biting or in other ways becoming obnoxious, the Management committee will give notice to the owner of such pet to cause such annoyance to be discontinued and if such annoyance is not discontinued and corrected, the Management Committee may revoke its permission to keep the pet in the Yorkshire Meadows Condominium and the pet shall be removed from the Property." (CC&Rs 5.2.5)
5. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Management Committee.

Signed by: _____

Unit Owner/Tenant (circle one)

Name of pet:

Type:

Size/Color:

Approval by Management Committee: _____ Date: _____

YORKSHIRE MEADOWS HOA

RULE REGARDING SMOKING

According to Utah Second Hand Smoke Amendments: The second hand smoke amendments were passed by the Utah State Legislature in 1997. These amendments apply specifically to tobacco smoke that drifts into any residential unit a person rents, leases, or owns, from another residential or commercial unit.

The amendments:

- Give authority to condominium associations to restrict smoking in units, common area, and yard space §57-8-16-7(a) (b).
- Establish that any tobacco smoke that drifts into any residential unit a person rents, leases, or owns is a nuisance under the law §78B-6-1101(3).
- Provide that residents of condominiums, apartments or private homes may seek injunctive relief and/or damages if exposed to nuisance tobacco smoke §78B-6-1101(3).

According to Yorkshire Meadows CC&Rs 5.2.6: "No noxious, dangerous or offensive activity shall be carried on in any unit or in the general or limited common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners."

RULE

Smoking at Yorkshire Meadows is not allowed in all common areas such as open grassy areas, roads or within 25 feet of any building. Also smoking is not allowed in limited common areas such as decks, patios, carports, stairwells, etc. This includes, but is not limited to, anything that releases toxins, such as cigarettes, cigars, pipes, e-cigarettes, beedis, hookahs, vaporizers, and bongs.

If you smoke in your home, please consider smoke traveling outside your home and being a nuisance to your neighbors. Your neighbors may have a legitimate complaint. Also, if possible, we encourage neighbors to talk to each other and try to resolve the problem. It is possible the smoker may not realize their smoke is bothersome to their neighbors. Landlords are responsible for letting their tenants know about the rules at Yorkshire Meadows.

FINE

1st Offense \$25; 2nd Offense \$50; 3rd Offense \$100; up to \$500 per month.

If you see someone violating the smoking rule, please make an Action Item at www.yorkshiremeadows.com. If possible please take their picture or get another person to witness the violation.

(May 2026)

MAINTENANCE CHART

The following chart shows the division of responsibility for maintenance, replacement and repair of the Common Area and Units between the Yorkshire Homeowners Association and the Unit Owners.

	EXTERIOR	HOA	OWNER
1	Maintain, repair, replace: roof and siding	X	
2	Maintain, repair, replace: exterior brickwork and chimneys	X	
3	Maintain, repair, replace: front steps and sidewalk	X	
4	Maintain, repair, replace: concrete foundations and entrees	X	
5	Maintain, repair, replace: patio and deck floor support structures	X	
6	Maintain, repair, replace: original fences	X	
7	Maintain, repair, replace: rain gutters and down spouts.	X	
8	Painting and repair of patios, decks & balconies	X	
9	Maintain, repair, replace, paint: exterior doors, including hinges, frames, thresholds, locks, doorbells and chimes		X
10	Maintain, repair, replace: windows, sliding glass doors, screens and frames		X
11	Maintain, repair, replace: all lights attached to the exterior walls		X
12	- Maintain, repair, replace: gas and electricity connections from meters to the unit	X	
13	Maintain, repair, replace: water system from the outside entry through the foundation throughout the unit		X
14	Maintain, repair, replace: outside water spigots and bibs		X
15	Maintain, repair, replace: phone lines, TV cables, air conditioning, heat pumps.		X
16	Maintain, repair, replace unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items.		X

	INTERIOR	HOA	OWNER
17	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
18	Maintenance, cleaning and repair of venting, chimneys and fireplaces.		X
19	Maintain, repair, replace: electrical system from street to the city electric meter.	X	
20	Maintain, repair, replace: electrical system from the electric meter to all interior outlets, including switches and light fixtures.		X
21	Maintain, repair, replace: plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves serving only that unit.		X
22	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.		X
23	Repairs of damage resulting from surface water.		X
24	Common inside pipes which serve more than one unit in Phase 4	X	

	GROUND	HOA	OWNER
25	Lawn flowers trees and shrubs in the common areas.	X	
26	Flowers and shrubs in limited common areas.	X	
27	Lawn watering system.	X	
28	Snow removal: front porch & steps, sidewalks to front door		X
29	Snow removal: Roadways, parking areas, sidewalks	X	
30	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	

	OTHER	HOA	OWNER
31	Maintenance and repair of swimming pool	X	
32	Garbage collection.	X	
33	Maintain, repair, replace: water system from the city water meter to the entrance to the exterior wall of each unit.	X	

The Yorkshire Meadows Condominiums Homeowners Association

Informal Appeals Process

•as provided for under Section 11 of the Bylaws of Yorkshire Meadows Condominiums

Protesting a Fine: A Unit Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed. A request for hearing must be delivered in writing to any member of the Management Committee personally, OR mailed to PO Box 179, Lehi UT, 84043 stating the grounds for protest or dispute and setting forth in detail the following:

- A. The grounds for the protest, including any unusual circumstances justifying a reduction in fine;
- B. The facts relied upon by the protesting Unit Owner with respect to the violation or non-violation of the declaration, bylaws, or rules and regulations;
- C. The amount of the fine the Unit Owner claims should be paid and the reasons supporting that claim; and
- D. Any errors made by the Management Committee in calculating, assessing, or collecting the fine.

Informal Hearing: Within 21 days of receiving the written request for hearing, the Management Committee shall schedule an informal hearing at which time the requesting Unit Owner will be given an opportunity to present evidence and witnesses supporting the Unit Owners position. Either Unit Owner or Management Committee may present evidence, but this is not a trial- it is an opportunity for both sides to communicate and listen. The Management Committee reserves the right to terminate the meeting if any individual becomes inconsiderate or rude.

Decision of the Management Committee: After the hearing, the Management Committee may either:

- A. Leave the amount of the fine as originally stated;
- B. Reduce the fine to an amount agreed upon by a majority of the Management Committee present at the hearing;
- C. Reduce the fine to an amount agreed to by the offending Unit Owner with the agreement that the fine will be paid within 10 days and not appeal the fine in district court;
- D. Suspend all or a portion of the fine conditioned on the Unit Owner not repeating the violation for 180 days, or
- E. Forgive the fine.
- F. The Management Committee shall render its decision no later than 10 days after the hearing.

If the Management Committee and Unit Owner fail to agree, a Grievance and Dispute Committee must be formed according to the guidelines under Section 11 of the Bylaws of Yorkshire Meadows Condominium to review and settle the dispute.

YORKSHIRE MEADOWS EMERGENCY REPAIR PROCEDURES & GENERAL REPAIR PROCEDURES

A. Emergency Repair

Description: The repair should be classified as an "Emergency" if the damage to common area or owner's property happens unexpectedly, adversely impacts the life, safety or well-being of any person, or significantly impacts the reasonable physical integrity or use of a property and, if not repaired immediately, will quickly lead to significantly greater damage.

Examples: a fire, a roof cave-in; a broken water line; a falling house wall; or a fallen tree extending through a wall into a house.

Step 1: Call emergency response (911) if needed. Emergency action should take place immediately or as fast as reasonably possible.

Step 2: Inform the property management immediately by creating an Action Item at www.yorkshiremeadows.com or by calling 801-641-1844. You do not need Board approval for an emergency repair.

Step 3: Call your insurance agent. Follow the instructions from your agent on getting an exact description of the problem and estimated cost to repair. You will probably need to hire a contractor to get this information.

Step 4: Inform property management again once you have the information for the repair. If the cost is under \$25,000, your insurance will have to pay for the entire repair. The HOA's insurance is responsible for anything over \$25,000.

MAKE SURE YOU HAVE INSURANCE TO COVER THE HOA'S \$25,000 DEDUCTIBLE. IN ADDITION, YOU NEED TO HAVE A SEWER BACK UP RIDER.

Step 5: The repair should take place within a reasonable period of time but as quickly as possible to minimize additional damage.

Step 6: The Board or Manager will need to inspect the damage prior to repair and the subsequent repair when completed.

B. General Repair

Description: The repair should be classified as a "General" repair if the damage to property is not an emergency but adversely impacts the reasonable physical integrity or use of a property.

Step 1: Call your insurance agent. Follow the instructions from your agent on getting an exact description of the problem and estimated cost to repair. You will probably need to hire a contractor to get this information.

Step 2: Inform property management once you have the information for the repair by creating an Action Item at www.yorkshiremeadows.com or by calling 801-641-1844. If the cost is under \$25,000, your insurance will have to pay for the entire repair. The HOA's insurance is responsible for anything over \$25,000.

Step 3: The repair should take place within a reasonable period of time but as quickly as possible to minimize additional damage.

Step 4: The Board or Manager will need to inspect the damage prior to repair and the subsequent repair when completed.

※ Utah state code 57-8-43(9)(g)(ii) states that no matter who is to blame for damage done to your home, your insurance will have to pay for the repair up to up to the amount of the HOA deductible. If more than one home is damaged, then all homes affected will have to share the deductible based on percentage of damage.

※ Example: A middle unit had frozen water pipes which broke and flooded three homes. The middle unit had 50% damage and the two units on each side had 25% damage. The side homes had to pay 25% even though they were not at fault. Your insurance will cover this cost, but you need to have the lowest possible deductible for your insurance. There is no point in you having a \$25,000 deductible on your condominium policy when the HOA's deductible is \$25,000. You want to get the lowest deductible you can, \$500 or lower if possible.